

UNITED STATES BANKRUPTCY COURT

**SYSTEMS INTEGRATION AND
MANAGEMENT CORPORATION**

Case No. 13-10826-RGM

Chapter 11

APPLICATION TO

The application of the debtor respectfully represents:

1. On February 2, 2103, the debtor filed its petition for reorganization under Chapter 11.

2. Gregory M. Counts, (“Counts”) filed the petition for the debtor. Counts had also filed a

3. On March 8, 2013, Counts filed an application to be employed as debtor's counsel in this

4. On April 17, 2013, the Office of the US Trustee filed an objection to Counts' application

5. After a hearing on the employment status, Counts was advised that he could not represent both

6. On July 8, 2013, the debtor's representation consulted with Bennett A. Brown. Your applicant

7. Your applicant has selected this attorney for the reason that he has had considerable experience in matters of this character, and applicant believes him to be well qualified to represent it in this proceeding.

8. That the professional services, which this attorney is to render, are the general representation of applicant that may be necessary herein.

9. That your applicant wishes to employ this attorney under a general retainer agreement because of the extensive legal services which applicant anticipates will be required and pay him the retainer fees requested in said agreement. A copy of said retainer agreement is attached hereto as Exhibit A and incorporated herein by this reference.

10. That to the best of applicant's knowledge, this attorney has no interest adverse to the applicant or his estate in any of the matters upon which he is to be engaged, and has no connection with the debtor, creditor or any other party in interest, their respective attorneys or accountants, the United States Trustee, or any person employed in the office of the United States Trustee. A declaration of the proposed attorney is attached.

WHEREFORE, applicant prays that it be authorized to employ Bennett A. Brown as its attorney under a general retainer agreement, to pay said attorney a retainer of \$10,000.00, as set forth in the retainer agreement, which may only be drawn upon with prior Court approval, and that it have such other and further relief as is just.

Date: July 10, 2013

**SYSTEMS INTEGRATION AND
MANAGEMENT
CORPORATION
By counsel**

/s/ Bennett A. Brown

Bennett A. Brown, VSB # 12583

Counsel for debtor

3905 Railroad Avenue, Suite 200N

Fairfax, VA 22030

Telephone: 703-591-3500; telefax: 703-352-5122

e-mail: bennett@pcgalaxy.com

OBJECTIONS TO APPOINTMENT

ANY OBJECTIONS OT THE APPOINTMENT OF BENNETT A. BROWN AS DEBTOR'S COUNSEL MUST BE MADE IN WRITING WITHIN 14 DAYS FROM THE DATE OF SERVICE OF THIS APPLICATION UPON YOU. OBJECTIONS MUST BE IN WRITING AND FILED WITH THE CLERK U. S. BANKRUPTCY COURT, 200 S. WASHINGTON STREET, ALEXANDRIA, VA 22314, WITH A COPY TO COUNSEL FOR THE DEBTOR.

CERTIFICATE OF SERVICE

I certify that a true copy of this application was mailed, postage prepaid, or electronically, this 10th day of July, 2013, to the persons or entities set forth on the attached list.

/s/ Bennett A. Brown
Counsel for debtor

Arnold & Porter
555 Twelfth Street, NW
Washington, DC 20004

Friedland Misler, PLLC
5335 Wisconsin Avenue, NW,
#600
Washington, DC 2015

Daniel B. Krisky
10521 Judicial Drive, #200
Fairfax, VA 22030

The Henry Law Firm
1500 Walnut Street, 22nd Floor
Philadelphia, PA 19102

Mary Slaey
11195 Gunston Road
Lorton, VA 22079

P. H. Harrington, Jr.
4160 Chain Bridge Road
Fairfax, VA 22030

S. Slaey
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Lorton, VA 22079

US Attorney
615 Chestnut Street, Suite 1250
Philadelphia, PA 19106

Vaira & Riley Law Firm
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Alexandria, VA 22314

William Mountjoy
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Lorton, VA 22079

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101

Charles E. Canter
U. S. DEPARTMENT OF JUSTICE
PO Box 875
Washington, DC 20530

Robert K. Coulter
OFFICE OF THE US ATTORNEY
2100 Jamieson Avenue
Alexandria, VA 22314

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125 S. Royal Street
Alexandria, VA 22314

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FRIEDLANDER MISLER, PLLC
5335 Wisconsin Avenue, Suite
650
Washington, DC 20015

Jack I. Frankel
OFFICE OF THE US TRUSTEE
115 S, Union Street, Suite 210
Alexandria, VA 22314

Mary D. Slaey
SYSTEMS INTEGRATION AND
MANAGEMENT CORPORATION
PO Box 1399
Vienna, VA 22183

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

IN RE:

**SYSTEMS INTEGRATION AND
MANAGEMENT CORPORATION**

Debtor-in-Possession

Case No. 13-10826-RGM

Chapter 11

DECLARATION OF PROPOSED ATTORNEY

The undersigned, Bennett A. Brown, declares as follows:

1. That I am an attorney at law duly licensed to practice in the Commonwealth of Virginia.
2. To the best of my knowledge I am a disinterested person and have nor represent any interest adverse to the debtor or its estate, have no connection with the debtor, creditors or any other party in interest, their respective attorneys or accountants, the United States Trustee, or any person employed in the office of the United States Trustee.
3. This declaration is executed under penalty of perjury pursuant to 28 U.S.C. §1746.

Date: July 10, 2013

/s/ Bennett A. Brown
Bennett A. Brown

THE LAW OFFICE OF BENNETT A. BROWN

Attorney and Counselor at Law

3905 Railroad Avenue, Suite 200N

Fairfax, VA 22030

Member of the Bars
of Virginia, Florida and
District of Columbia

Telephone: 703-591-3500

Facsimile: 703-591-2185

Cell: 703-725-6750

E-mail: bennett@pcgalaxy.com

RETAINER AGREEMENT

TO: THE LAW OFFICE OF BENNETT A. BROWN

THIS AGREEMENT, made and entered into this 8th day of July 2013, by and between BENNETT A. BROWN, hereinafter referred to as Attorney, party of the first part, and SYSTEMS INTEGRATION AND MANAGEMENT CORPORATION, hereinafter referred to as Client, party of the second part,

WITNESSETH:

That for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

Attorney shall represent Client under a general retainer agreement dealing with certain financial issues of Client, including representation in a pending chapter 11 proceeding in the US Bankruptcy Court for the Eastern District of Virginia.

On all matters that Attorney agrees to represent Client, Client agrees to pay Attorney at the rate of Four Hundred, Fifty Dollars (\$450.00) per hour. Attorney shall bill client on a monthly basis and any bill so tendered shall be due upon Court approval. Client will deposit a retainer of FIVE THOUSAND and 00/100 Dollars (\$5,000.00) upon approval by the US Bankruptcy Court of his appointment, and an additional FIVE THOUSAND and 00/100 DOLLARS within THIRTY (30) days thereafter, to be held by Attorney pursuant to this agreement. To the extent available, Attorney shall be permitted to draw upon any retainer or proceeds collected by Attorney, to pay any outstanding bills, upon Court approval.

In addition to fees, Client shall be responsible for all out of pocket expenses incurred by Attorney in his representation of Client, including but not limited to as follows:

- a. Court filing fees
- b. Court reporter's and deposition costs
- c. Copies at 25¢/page
- d. Long distance telephone
- e. Overnight delivery or local courier service

Systems Integration and Management Corporation
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Should Attorney be required to seek collection of any sums due him, then Client agrees to pay, in addition to any such sums due Attorney, a collection fee equal to Twenty-five percent (25%) of the amount of all sums due Attorney, Court fees and interest at the rate of Eight percent (8%) per annum.

Attorney shall use his best efforts to represent Client in all matters in which he is engaged. Client acknowledges that Attorney represents other parties in other legal matters and may not be immediately available at all times to respond to Client. Attorney and Client agree to utilize e-mail as their preferred method of communication but Client may contact Attorney at any reasonable time at his telephone number above, including his cellular number.

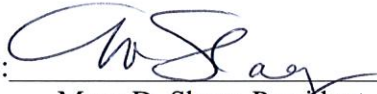
This agreement may be terminated by either party upon notice to the other party, subject to any ethical constraints.

WITNESS the following signatures:

THE LAW OFFICE OF BENNETT A. BROWN

By: /s/ Bennett A. Brown
Bennett A. Brown

SYSTEMS MANAGEMENT AND
INTEGRATION CORPORATION

By: 
Mary D. Slaey, President